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7  
8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10

11 CATHERINE TREMBLAY,  
individually and on behalf of all  
12 others similarly situated,

13 Plaintiff,

14 v.

15 CHEVRON STATIONS, INC., a  
Delaware Corporation,

16 Defendant.  
17  
18

Case No. CV 07-6009 EDL

**STIPULATION RE DISMISSAL OF  
CASE WITH PREJUDICE UPON  
COMPLETION OF CONDITION  
SUBSEQUENT  
AND ORDER THEREON**

19 WHEREAS on or about April 21, 2006, Dalila Sandoval filed a putative class-  
20 action complaint in Marin County Superior Court, *Sandoval v. Chevron Stations, Inc.*,  
21 Case No. CV 061690;

22 WHEREAS on or about November 2, 2006, Harold Morris filed a putative class-  
23 action complaint in Los Angeles Superior Court, *Morris v. Chevron Stations, Inc.*, Case  
24 No. BC 361380;

25 WHEREAS by stipulation, *Sandoval* was transferred to the Los Angeles Superior  
26 Court, and both *Sandoval* and *Morris* are pending before the Honorable Victoria G.  
27 Chaney in Department 324 of the Los Angeles Superior Court;

28 WHEREAS the second amended complaint in *Sandoval* alleges causes of action

1 for the failure to pay minimum wages under California law, the failure to pay overtime  
2 wages under California law, the failure to provide meal periods, the failure to allow rest  
3 periods, the failure to pay all wages due each pay period, the failure to pay all wages  
4 timely upon termination, the failure to provide accurate wage statements, unfair  
5 competition, and civil penalties;

6 WHEREAS the operative complaint in *Morris* alleges causes of action for the  
7 failure to pay minimum wages under California law, the failure to pay overtime wages  
8 under California law, the failure to pay wages at contractual rates, the failure to provide  
9 meal periods, the failure to provide timely and accurate wage statements, and unfair  
10 competition;

11 WHEREAS Plaintiff Catherine Tremblay filed a Class Action Complaint in this  
12 Court on November 28, 2007, and a First Amended Complaint on March 13, 2008;

13 WHEREAS Plaintiff Tremblay's First Amended Complaint alleges causes of  
14 action for missed meal and rest breaks, the failure to pay all wages timely upon  
15 termination, the failure to provide accurate wage statements, the failure to pay minimum  
16 wages and overtime compensation under California law arising from off-the-clock work,  
17 the miscalculation of employees' regular rates of pay under the federal Fair Labor  
18 Standards Act ("FLSA"), unfair competition, and civil penalties;

19 WHEREAS pursuant to 29 U.S.C. § 216(b), this Court conditionally certified an  
20 FLSA collective action for all individuals who worked on one or more graveyard shifts at  
21 one or more of Defendant's service stations in California as a non-exempt employee after  
22 November 28, 2004;

23 WHEREAS a total of 673 people opted-into the *Tremblay* collective action;

24 WHEREAS on May 8, 2008, plaintiff Sandoval, plaintiff Morris, and their counsel  
25 participated in a day-long mediation session before Mark Rudy, Esq., a highly respected  
26 mediator in the field of wage-and-hour class actions, which mediation session culminated  
27 with the signing of a memorandum of understanding ("MOU") setting out the key terms  
28

1 of a settlement agreement;

2 WHEREAS counsel for plaintiff Sandoval and plaintiff Morris thereafter were in  
3 contact with Plaintiff Tremblay's counsel, and all were in agreement that they would  
4 attempt to settle *Tremblay* along with *Sandoval* and *Morris*;

5 WHEREAS on June 17, 2008, a settlement conference in *Tremblay* was held in  
6 U.S. District Court for the Northern District of California, United States District Court  
7 Magistrate Judge Wayne Brazil presiding;

8 WHEREAS counsel for Plaintiff Tremblay and counsel for Defendant attended the  
9 settlement conference, as well as counsel for plaintiff Sandoval;

10 WHEREAS the settlement conference led to further negotiations that ultimately  
11 led to an agreement (1) to stipulate to the dismissal of the *Tremblay* First Amended  
12 Complaint with prejudice, (2) to stipulate to the filing of a third amended complaint in  
13 *Sandoval* to include Plaintiff Tremblay as a named plaintiff, add Plaintiff Tremblay's  
14 attorneys as counsel for Tremblay, and include the FLSA claim that was made in  
15 Tremblay, and (3) to modify the MOU signed at the mediation of *Sandoval* and *Morris* to  
16 make changes that benefit the class members and to designate the cy pres recipient as the  
17 Labor and Workforce Development Agency of the California Department of Industrial  
18 Relations;

19 WHEREAS the third amended complaint in *Sandoval* has been filed with the  
20 Court;

21 WHEREFORE, IT IS HEREBY STIPULATED AND AGREED THAT the First  
22 Amended Complaint in *Tremblay* be dismissed with prejudice after the court in *Sandoval*

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3 enters a final order granting approval of class-action settlement (the "Final Order") and  
4 the Final Order is no longer subject to appeal.

5 **IT IS SO STIPULATED.**

6 DATED: September 4, 2008

HARRIS & RUBLE

7  
8 Alan Harris  
9 David Zelenski  
10 *Attorneys for Plaintiff*

11 DATED: September 4, 2008

JONES DAY

12 Deborah C. Saxe  
13 Deborah Saxe  
14 Aaron L. Agenbroad  
15 *Attorneys for Defendant*

16 **IT IS SO ORDERED**

17 The parties shall notify the Court when the State Court rules on the Final Settlement. The  
18 case management conference set for 9/16/08 has been continued to 12/16/08 at 10:00am. The  
19 parties shall file a case management statement no later than 12/9/08.

20 DATED:

21 September 11, 2008

22 Hon. Elizabeth D. LaPorte

